

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: **Arts and Culture Department**

AGENDA DATE: **May 3, 2005**

CONTACT PERSON/PHONE: **Arts and Culture, Betty Jaraba, (915) 541-4481]**

DISTRICT(S) AFFECTED: **N/A**

SUBJECT:

APPROVE: **Service Contract**

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

We are requesting approval of a Service Contract between the City of El Paso and Eduardo Diaz to provide assistance with the implementation of the City of El Paso's Arts and Culture Department's Strategic Agency Plan, for a fee in the amount of \$20,000.00.

PRIOR COUNCIL ACTION

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, the CITY previously engaged the CONSULTANT to complete a strategic plan for the CITY's Arts and Culture Department ("Department"). The CONSULTANT has completed the Plan, but the CITY has not implemented said Plan; and

WHEREAS, the CITY intends to engage the CONSULTANT to assist staff with the implementation of key components of the Plan; and

WHEREAS, the CONSULTANT is well qualified and willing to provide such services for the benefit of the CITY; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Service Contract between the City of El Paso and Eduardo Diaz to provide assistance with the implementation of the City of El Paso's Arts and Culture Department's Strategic Agency Plan, for a fee in the amount of \$20,000.00

ADOPTED this the ____ day of _____, 2005.

CITY OF EL PASO

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer F. Callan
Assistant City Attorney

Betty Jaraba
Interim Director, Arts & Culture Dept.

STATE OF TEXAS
COUNTY OF EL PASO

§
§
§

SERVICE CONTRACT

This Service Contract (hereinafter "Contract") is made this the ____ day of _____, 2005, by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (hereinafter "CITY"), and Eduardo Diaz (hereinafter "CONSULTANT").

WHEREAS, the CITY previously engaged the CONSULTANT to complete a strategic plan (hereinafter "Plan") for the CITY's Arts and Culture Department (hereinafter "Department"). The CONSULTANT has completed the Plan, but the CITY has not implemented said Plan; and

WHEREAS, the CITY intends to engage the CONSULTANT to assist staff with the implementation of key components of the Plan, as further described in **Attachment "A;"** and

WHEREAS, the CONSULTANT is well qualified and willing to provide such services, as further described in **Attachment "A,"** for the benefit of the CITY; and

NOW, THEREFORE, for the consideration set forth in this Contract and its attachments, the CITY and CONSULTANT agree as follows:

1.0 ATTACHMENTS

1.1 The attachments listed herein and attached to this Contract are incorporated herein by reference for all purposes as if set forth verbatim:

| | |
|-----------------------|--|
| Attachment "A" | Scope of Services, Budget and Timeframe |
| Attachment "B" | Strategic Agency Plan for City of El Paso's Arts & Culture Department |

2.0 CONTRACTUAL RELATIONSHIP

2.1 The CITY hereby agrees to retain the CONSULTANT and the CONSULTANT agrees to perform the services, as further described in **Attachment "A,"** necessary for the implementation of the Plan. Such Scope of Services shall be completed in accordance with the timeframe, as described in **Attachment "A."**

2.2 The CONSULTANT is an independent contractor. Except as may be expressly and unambiguously provided in this Contract, no partnership or joint venture is intended to be created by this Contract, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, or agents.

(A) As an independent contractor, the CONSULTANT understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible as an employer to the CONSULTANT, his officers, employees, agents, representatives or sub-contractors who perform any service in connection with this Contract.

2.3 The CONSULTANT shall not receive any compensation or benefits from the CITY, other than as expressly set forth in this Contract.

2.4 The CONSULTANT does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Contract. The CITY does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Contract.

2.5 The CONSULTANT understands and expressly agrees that, in all things relating to this Contract, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. The parties hereby agree that the CITY enters into this Contract as a governmental entity for the purpose of performing a governmental function.

2.6 The CONSULTANT understands and expressly agrees that the CITY shall not be obligated or liable hereunder to any person other than CONSULTANT.

3.0 SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the services necessary for the implementation of the Plan as outlined in **Attachment "A."**

3.2 The services are scheduled to be performed during the period of June 1, 2005, through August 31, 2005 (hereinafter "term period"). Said Contract will terminate at the end of the term period. The CITY may determine that this Contract will remain in full force past the estimated term period noted above. Such a determination will be based upon the individual circumstances of this Contract and the extenuating circumstances arising with respect to the development of this Plan.

3.3 The CONSULTANT warrants that he shall work an average of eight (8) days per month during the term period. The CONSULTANT further warrants that said work will be conducted in both El Paso and San Antonio, Texas.

3.4 The CONSULTANT shall complete the Services in accordance with the timeframe outlined in **Attachment "A."**

3.5 All aspects of CONSULTANT's services shall be coordinated with the Director of the Department, who shall use best efforts to facilitate the successful completion of CONSULTANT's services and shall not unnecessarily impede CONSULTANT's efforts.

4.0 TERMINATION. This Contract may be terminated as provided herein.

4.1 Termination by City. It is mutually understood and agreed by the CONSULTANT and the CITY that the CITY may terminate this Contract, in whole or in part for the convenience of the CITY, upon **ten (10) consecutive calendar days** written notice.

(A) It is also understood and agreed that upon such notice of termination, the CONSULTANT shall cease the performance of services under this Contract. Upon such termination, the CONSULTANT shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the CITY's notice of termination. In the event the CITY terminates this CONTRACT for cause, CONSULTANT shall be entitled to compensation for services performed and approved expenses incurred, prior to the termination. Nothing contained

herein, or elsewhere in this Contract shall require the CITY to pay for any services that are not in compliance with the terms of this Contract and its attachments.

4.2 Termination by Default or Breach. The CITY shall have the right to cancel for default or breach all or any part of the undelivered portion of this Contract if the CONSULTANT breaches any of the terms hereof including warranties of the CONSULTANT or if the CONSULTANT becomes insolvent or commits acts of bankruptcy and fails to cure or commence to diligently prosecute to cure any such breach **within ten (10) days of receipt of written notice by CITY** alleging such breach. Such right of cancellation is in addition to and not in lieu of any other remedies that the CITY may have in law or equity.

(A) Default or breach shall occur if a party fails to observe or perform any of its duties under this Contract. Should such a default or breach occur, the injured party may deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such proposed date of termination may not be sooner than the 10th day following receipt of the notice. The injured party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting or breaching party cures or diligently and continuously prosecutes to cure such default or breach, then the proposed termination shall be ineffective. If the defaulting or breaching party fails to cure or diligently and continuously prosecutes to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this Contract as of such date. In the event of such termination, the CONSULTANT shall be entitled to compensation for services performed and approved expenses incurred, prior to the termination. Nothing contained herein, or elsewhere in this Contract shall require the CITY to pay for any services that are not in compliance with the terms of this Contract and its attachments.

4.3 Termination by Mutual Consent. The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.

4.4 Termination by Either Party. It is further understood and agreed by the CONSULTANT and the CITY that either party may terminate this Contract in whole or in part.

(A) Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Contract, and through on fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of **ten (10) consecutive calendar days** to cure such failures; and (c) an opportunity for consultation with the terminating party prior to such termination. However, the CITY retains the right to immediately terminate this Contract for default if the CONSULTANT violates any local, state or federal laws, rules or regulations that relate to the performance of this Contract. In the event of termination by the CITY pursuant to this subsection, CONSULTANT shall be entitled to compensation for services performed and approved expenses incurred, prior to the termination. Nothing contained herein, or elsewhere in this Contract shall require the CITY to pay for any services that are not in compliance with the terms of this Contract and its attachments.

4.5 Time of Performance Termination – Force Majeure. The Services shall be undertaken and completed as appropriate to carry out the purposes of this Contract. Except as otherwise provided, neither party shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this Contract caused by *Force Majeure*.

(A) The term *Force Majeure* as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. By reason of *Force Majeure*, if either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract then such party shall give notice and full particulars of such *Force Majeure* in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such *Force Majeure*, shall be suspended for only **ten (10) days** during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

4.6 Completion of Services. The Contract will automatically terminate upon approval of the final Plan report by the City Council of El Paso, unless extended pursuant to provisions of the Contract.

4.7 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminating party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Contract.

(A) Upon termination of this Contract, all duties and obligations of the CITY and the CONSULTANT shall cease upon termination or expiration of this Contract, except that all provisions of this Contract that expressly or impliedly contemplate or require payment or performance after the expiration or termination of this Contract shall survive such expiration or termination. Any unpaid obligation due and owing, by either party, as of the date of termination, shall continue to be due and payable.

5.0 CONSULTANT FEES AND PROJECT BUDGET

5.1 Payment to Consultant. The CITY shall pay to the CONSULTANT an amount not to exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) for all services and reimbursables performed pursuant to this Contract. The CONSULTANT's Plan Budget for the performance of all professional services and reimbursables is attached hereto as **Attachment "A."**

(A) Payment to the CONSULTANT shall be made on a monthly basis. Payment schedule is attached hereto as **Attachment "A."** The CITY shall make payments upon presentation of the CONSULTANT's detailed invoice and accompanying summary and progress report as well as the CITY's written approval.

5.2 Consultant's Services. The Services to be provided by the CONSULTANT for this Contract are attached hereto as **Attachment "A."** It is understood and agreed by the parties that the CITY will not be obligated to pay for any services not contained in **Attachment "A,"** or elsewhere in this Contract and its attachments.

5.3 Consultant's Invoices. The CONSULTANT shall bill the CITY not more often than monthly, through written invoices pursuant to the amount of work completed at the time of

invoicing as established in **Attachment "A."** Invoices shall contain a brief summary indicating, at a minimum, the total Plan Budget, the current invoiced amount and the amount billed to date.

(A) In addition to the summary, each invoice shall provide a progress report. The progress report shall describe, at a minimum, the progress of the Plan to date.

5.4 Payment by the City. CITY agrees to pay invoices for all professional services performed as soon as reasonably possible, but not later than **thirty (30) days** from receipt. Upon dispute, however, the CITY may, upon notice to the CONSULTANT, withhold payment to the CONSULTANT for the amount in dispute only, until such time as the exact amount of the disputed amount due to the CONSULTANT is determined. The total amount paid to CONSULTANT shall not exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00).

5.5 Costs Not Enumerated. Except as specifically set forth in this Contract and its attachments, all costs related to the completion of the professional services requested herein shall be borne by the CONSULTANT and not passed on to the CITY or otherwise paid by the CITY, unless a written amendment to this Contract is executed by both parties allowing for additional costs.

6.0 INDEMNIFICATION

6.1 Indemnification by the Consultant. CONSULTANT UNDERSTANDS AND AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE NEGLIGENT, GROSS NEGLIGENT, INTENTIONAL, MALPRACTICE OR WILLFUL ACTS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, SUBCONTRACTORS, EMPLOYEES, OR REPRESENTATIVES IN RENDERING THE SERVICES UNDER THIS CONTRACT.

(A) Without modifying the conditions of preserving, asserting or enforcing any legal liability against the CITY as required by the City Charter or any law, the CITY will promptly forward to CONSULTANT every demand, notice, summons or other process received by the CITY in any claim or legal proceeding contemplated herein.

(B) In addition, CONSULTANT shall promptly advise the CITY in writing of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this Contract.

(C) CONSULTANT understands and agrees that it will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the CONSULTANT may deem expedient; and 3) defend or cause to be defended on behalf of the CITY all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages.

(D) CONSULTANT understands and agrees that it will pay all final judgments establishing liability of the CITY in actions defended by CONSULTANT pursuant to this section along with all attorneys' fees and costs incurred by the CITY including interest accruing to the date of payment by CONSULTANT, and premiums on any appeal bonds.

(E) The CITY, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without relieving CONSULTANT of any of its obligations under this paragraph.

7.0 GENERAL PROVISIONS

7.1 City Not Obligated to Third Parties. The City shall not be obligated or liable hereunder to any person other than CONSULTANT.

7.2 Contract Time. The CONSULTANT understands and agrees to provide all services requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Contract within the time schedules indicated within **Attachment "A."**

(A) It is acknowledged that the CONSULTANT does not have control over all aspects of the process and cannot warrant that it will complete all services by a certain date. The CONSULTANT shall timely notify the Director of the Department of any delay beyond its control and the Director of the Department shall extend the time schedule in the event of delays which the Director reasonably determines are beyond the control of the CONSULTANT.

7.3 Consultant's Quality of Work. The CONSULTANT understands and expressly agrees that his services, as outlined in **Attachment "A,"** shall be performed in a professional manner in accordance with the applicable professional standards. The CONSULTANT gives no warranty, express or implied, as to the results of any work performed under this Contract. The CONSULTANT will not be liable for any damages that result or are alleged to result from any work performed for the CITY.

7.4 Right to Assurance. Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, said party may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given **within five (5) calendar days**, the demanding party may treat this failure as an anticipatory repudiation of the contract.

7.5 Assignment. Neither party may assign its rights or obligations under this Contract, including but not limited to (a) any interest in the proceeds of the contract, (b) any proceeds of claims arising from the contract or (c) any claims or causes of action arising out of the project, without the prior written consent of the other party hereto. Any attempted assignment or delegation by either party shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

7.6 Survival. Each party shall remain obligated to the other under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of this Contract, including but not limited to the Indemnification provisions hereof.

7.7 Amendment and Waiver. The parties may amend this Contract at any time by mutual consent. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the CITY (by authority by the City Council) and CONSULTANT. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

7.8 Complete Agreement. This Contract, together with the Attachment(s) attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Contract. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Contract confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.

7.9 Governing Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City of El Paso.

7.10 Severability. All agreements and covenants contained in this Contract are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included

7.11 Venue. For the purpose of determining place of this Contract and the law governing the same, this Contract is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, State of Texas.

7.12 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address prescribed in the preamble of this Contract or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

| | |
|-------------|---|
| CITY: | City of El Paso Attention: Mayor's Office Two Civic Center Plaza, 10 th Floor El Paso, Texas 79901-1196 |
| COPY TO: | Arts and Culture Department Two Civic Center Plaza, 6 th Floor El Paso, Texas 79901-1196 |
| CONSULTANT: | Eduardo Díaz 317 Wickes San Antonio, Texas 78210 |

(Signatures on Following Page)

Executed this _____ day of _____, 2005.

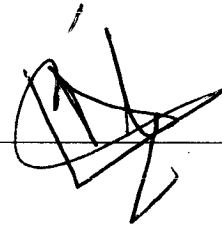
CITY OF EL PASO

Joyce Wilson
City Manager

CONSULTANT: Eduardo Diaz

By: _____

Eduardo Diaz



APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer F. Callan
Assistant City Attorney

Betty Jaraba
Interim Director, Arts & Culture Dept.

ATTACHMENT "A"

SCOPE OF SERVICES, TIMEFRAME AND BUDGET

I. SCOPE OF SERVICES

Eduardo Diaz ("CONSULTANT") developed a Strategic Agency Plan ("Plan") for the CITY's Arts and Culture Department ("Department"). Said Plan is intended to help the Department accomplish the following: (1) establish the department as a leader in advancing cultural development in the El Paso region; (2) provide educational and technical support services to a diverse range of constituencies; (3) increase the level of available funds to support organizations and artists; (4) continue the presentation of excellent arts programming for the benefit of residents and visitors; and (5) strengthen the Department's internal infrastructure to better meet the cultural needs, interests and priorities of the region.

The Plan now needs to be implemented by the CITY and the CONSULTANT is willing to assist with such as follows:

Consultant will work directly with Department staff, Department's Advisory Board and the City Manager's Office on the implementation of the following Plan Objectives and Strategies:

1. Prepare new City arts public policy and associated agency mission for Department and amendment to agency's enabling ordinance. Prepare three (3) documents.
2. Develop revised grant (Direct Grants) program and process and develop two (2) new funding programs for Individual Artists and Neighborhood Arts. Includes development of new program criteria, guidelines and peer panel process. Prepare three (3) documents.
3. Develop revised presenting, exhibiting and education programs for the Department. Prepare three (3) documents.
4. Develop management assistance program, including contract negotiation with service providers. Prepare two (2) documents, and assist Department Interim Director and City Attorney and City Manager with Request for Proposal issuance, selection of service providers and contract negotiation.
5. Assist with Public Art Program start-up. Prepare job announcement for Public Art Program Coordinator, and assist with issuance of job announcement and candidate selection process. Assist Department Interim Director and City Attorney and City Manager in hiring process and other start-up logistics.
6. Develop preliminary marketing program. Prepare one (1) document, and assist Department with identification and selection of arts market research firm.
7. Develop preliminary cultural tourism program in collaboration with El Paso Convention and Visitors Bureau and local visitor industry officials. Prepare one (1) document.
8. Assist with the Department's integration into city's economic development efforts.
9. Develop reorganization plan for the Department and assist in preparation of departmental budget for fiscal year 2005-06. Prepare two (2) documents.

The above scope of work also includes required meetings with City officials and staff, service providers, representatives of arts organizations, artists, SMG officials representatives of the visitor industry, and other key constituencies. Also includes telephone and e-mail communication with all of the above, and progress memoranda, as required.

II. BUDGET and PAYMENT SCHEDULE

1. Budget. CONSULTANT will work the equivalent of 24 days over a three (3) month period, beginning May 1, 2005, and ending July 31, 2005. CONSULTANT will work an average of 8 days per month over this period. Work will be conducted in both El Paso and San Antonio, Texas. On average, CONSULTANT will spend four (4) days per month (each visit) in El Paso. For these services, CITY will pay CONSULTANT based on a daily rate of \$750, plus travel expenses. Below is a proposed budget:

| | |
|---------------------------------|-----------------|
| • Eduared Díaz, 24 days @ \$750 | \$18,000 |
| • General & Administrative @ 3% | \$ 540 |
| • Travel Expenses (3 trips) | <u>\$ 1,460</u> |
| TOTAL | \$20,000 |

(a) Travel Expenses. Estimated travel expenses listed above are fixed. CONSULTANT will be responsible for travel amounts exceeding the estimate (\$1,460) listed above.

2. Payment Schedule. The following payment schedule will apply:

| | |
|------------------|-----------------|
| June 17, 2005: | \$6,666 |
| July 15, 2005: | \$6,666 |
| August 12, 2005: | <u>\$6,668</u> |
| TOTAL | \$20,000 |

(a) Payment for Services and Related Costs. The above budget reflects the above Scope of Work and Proposed Timeline only. The above price also includes reasonable telephone time for consultation and answering any questions related to the Scope of Work and is inclusive of all other fees and expenses to complete the Scope of Work outlined. Any unanticipated or additional expenses to this project undertaken at the request of the CITY, including but not limited to, additional copies of reports or other printing, mailing or additional or expanded surveys or other stand-alone documents (e.g., additional summary reports, synopses, additional interviews, etc.) not included in the above Scope of Work and Budget shall be billed to the CITY at the same hourly rate indicated above (\$93.75 per hour), plus actual costs of any unanticipated or additional expenses. CONSULTANT agrees to advise CITY before any extra costs are incurred and billed to CITY.

Should the CITY request any additional on-site time following the submission of recommendations and the final report, an additional hourly charge will be agreed on by the CONSULTANT and CITY for such additional work, with the hourly fee not to exceed \$93.75. The CITY shall pay CONSULTANT the fee according to the schedule outlined above and for any travel for additional on-site time following the submission of recommendations and the final report.

III. TIMEFRAME

The services to be completed by the CONSULTANT, under the terms of this Contract, will be conducted in accordance with the timeline indicated in the Plan, as further described in **Attachment "B."**

ATTACHMENT “B”

**STRATEGIC AGENCY PLAN FOR THE CITY OF EL PASO’S
ARTS AND CULTURE DEPARTMENT**

**CITY OF EL PASO
ARTS AND CULTURE DEPARTMENT**

STRATEGIC AGENCY PLAN

**D R A F T #2
*FOR DISCUSSION ONLY***

MARCH-APRIL 2005

**Eduardo Díaz Arts Consulting
317 Wickes
San Antonio, TX 78210
Tel: (210) 212-4945
edo@dcci.com**

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INTRODUCTION

In September 2004, the City of El Paso Arts and Culture Department (ACD) embarked on a strategic planning process to review its mission and goals and to develop a programmatic and administrative blueprint to guide the agency in addressing a broad cultural development agenda for the greater El Paso area. Eduardo Díaz was contracted by the City to assist ACD with the planning process. Guided by the Deputy City Manager for Quality of Life Services, the ACD Advisory Board's planning committee and the agency's staff, Mr. Díaz conducted an assessment of community needs, public expectations of ACD and an examination of department operations. Mr. Díaz spoke with numerous stakeholders, reviewed previous cultural plans and other relevant documents, and conducted pertinent research. An informal survey of 261 El Paso and Southern New Mexican residents was conducted that yielded a sampling of community perception regarding community and regional arts needs and ACD's programs and services. Though the planning budget did not allow for a public opinion poll done by random selection with statistically valid results, nonetheless, the survey results are helpful in informing this assessment and the resulting, ongoing planning process.

Between September 2004 and March 2005, the consultant traveled to El Paso four times to meet with stakeholders and City staff and advisors. Meetings were held with artists, representatives of arts and cultural organizations, funders, business leaders, government officials, education and community leaders, long-time arts activists and patrons, ACD board and staff, and other City staff¹. Meetings took place in one-on-one and group settings. It should be noted that Mr. Díaz is also part of the consulting firm, Freeman Whitehurst, which has completed a Public Art Master Plan for the City of El Paso. Public Art is an ACD program and, as a

¹ List of meeting participants included in Attachment 1 of final document.

result, recommendations from that plan will be included in this Strategic Agency Plan.

Mr. Díaz worked with Surale Phillips, Decision Support Partners (Bozeman, MT), on the development of the constituent survey. Ms. Phillips prepared the survey report². Marion McCollam, McCollam Consulting LLC (Houston, TX), assisted as planning consultant, and in the editing and presentation of this report.

Consultant conducted best practices research regarding local arts agency operations in Texas' five other largest urban areas and other selected U.S. cities, and attended the Texas Hotel/Motel Tax Funding Roundtable, hosted by the Texas Commission on the Arts' Arts Exchange and Texans for the Arts.

On February 16, 2005, consultants Díaz and McCollam presented an Assessment and Preliminary Recommendations Report³ to members of the Planning Committee of the ACD Advisory Board, ACD staff, Debbie Hamlyn, Deputy CAO and Jennifer Callan, City Manager's Office. Consultants encourage a thorough review of that Report in advance of consideration of this plan draft.

GUIDING PREMISES

The Arts and Culture Department is committed to collaborating in the development of a community in which the arts are an integral part of everyday life and diverse forms of cultural expression are valued. The following themes have guided the development of this agency plan:

1. Establish ACD as the lead agency in advancing community cultural development in the greater El Paso area. As El Paso's designated local arts

² Included as Attachment 2 of final document.

³ Distribution available through ACD; will be included as Attachment 3 of final document.

agency,⁴ ACD is uniquely positioned to assume this leadership role. There are also community expectations that this is the proper role for the agency. Developments in the creative sector and fiscal challenges facing local communities have caused civic leaders to think beyond the quality of life impacts normally associated with the arts. Leaders in government and business sectors are pursuing a broad range of economic development strategies to address the current downturn and now see the work and impact of this sector, the artists and the cultural organizations that are a part of it, as a key component of these strategies. ACD needs to be at the forefront in forging the arts-economic development nexus in the El Paso region. ACD should have a seat at the table as plans are developed to revitalize downtown and neighborhoods, promote cultural and heritage tourism, develop the creative workforce, recruit and retain industries and so on. There are also important needs and initiatives in the education and community development arenas that the creative sector can effectively address.

2. Refine public arts policy. ACD's enabling ordinance is thin in articulating why the City of El Paso invests in the arts and cultural development. As a result, ACD's underlying goals and objectives for its direct grant, presenting, exhibiting and education programs are similarly unclear. El Paso's arts public policy requires revision and, in turn, ACD's mission and program goals and objectives need then to be brought into alignment with updated City policy. This process also may require ACD to initiate new programs to address unmet community needs and priorities, which was borne out in the constituent survey.

⁴ Designated local arts agencies are recognized by the National Endowment for the Arts, Texas Commission on the Arts, other arts funders and national service organizations. Typically, local arts agency designation is established by city council ordinance.

3. Increase the level of available funds to support organizations and artists. As one of the region's principal investors in local arts and cultural organizations and artists, ACD should aggressively pursue increased City allocations and work collaboratively with the creative sector in developing new sources of support. It does not appear that the City is allocating the full measure of Hotel-Motel Tax (HOT) funds to the arts allowable by state law and ACD should strive to build a compelling case for increased allocations from HOT funds. ACD should also examine its own presenting program from a cost-benefit perspective and determine if current agency practice constitutes highest and best use of limited financial and personnel resources, and then reallocate funds appropriately.
4. Act as convener and as direct or indirect provider of management assistance and professional development services. The arts — artists and organizations — are not sustained by bread alone. The ability of ACD to offer comprehensive, responsive services that enhance the organizational development and sustainability of arts groups and the professional development of artists is critical. Presently, ACD does not offer such a program, nor does it have the capacity to provide these services. There are, however, local organizations that provide management assistance and business development services with which the agency should consider collaborating for the provision of these services. Related to the provision of management services is ACD's lead role as convener, its ability to regularly bring leaders in the cultural sector together for the thoughtful consideration of current trends and issues impacting the arts at the local, state, national and international level, given El Paso's geographic position. Creating a continuing forum for discussion also helps in strategic plan implementation and updating.

5. Address the marketplace. The current economic downturn and uncertainties impacting government arts support compel the cultural sector to pay more attention to increasing and diversifying arts audiences for greater relevancy and more earned income. Metro El Paso has significant potential for expanded participation in cultural activities from residents spanning diverse geodemographic⁵ segments. Individually, cultural service providers do not have the necessary resources or expertise to efficiently or effectively identify, attract, retain and diversify audiences. This raises the issue of joint marketing strategies, an activity that ACD would do well to explore. Also relevant here is the importance of expanding market share in the travel industry. In order to successfully publicize El Paso as a unique visitor destination, arts and cultural activities and venues and artists must be fully integrated into product development and promotional strategies. To reiterate, ACD derives a significant percentage of its operating and program budget from the HOT funds. This compels the agency to work collaboratively with the El Paso Convention and Visitors Bureau and local hospitality industry entities to increase visitation to the community.
6. Integrate creative sector into economic development efforts. To reiterate, civic leaders in government and leaders are looking for ways to jumpstart the local economy and the arts are now generally acknowledged to be an economic driver. The work of Richard Florida⁶, and others, and widespread efforts to develop “creative communities,” geographically defined sectors

⁵ Geodemography (geography + demographics) is a system of analysis that links people (by where they live) to information about them (how they live and what they are like as consumers). Geodemography segments the U.S. population into unique residential consumer clusters. Each audience household on a database and every household in the study area would be defined by a cluster. By identifying a household by cluster we can understand their age group, education level, income level, family composition, overall lifestyle and spending habits, arts participation habits, media use, and many other characteristics that can help arts organizations build relationships with them.

⁶ The Rise of the Creative Class, Basic Books, 2002.

that combine artist live-work spaces with mixed retail and other land use, are increasingly being viewed as viable strategies for downtown and neighborhood revitalization. This development is particularly apropos given El Paso's recent launch of a major downtown revitalization planning process. It also impacts formulation of new workforce development initiatives, using the magnet of the creative workforce to attract footloose companies.

7. Develop collaborative strategies with creative sector leadership in Cd. Juárez and Southern New Mexico. El Paso must be viewed as the lead community in this larger southwest region, which is brimming with artists, institutions, events and cultural heritage. ACD has a critical role to play in communicating with and convening this regional creative sector leadership.
8. Implement El Paso's new Public Art Program. The Public Art Master Plan that will guide implementation of this program is nearing completion and ACD will administer it. This will require the agency to hire new staff and administer new funds that derive from the Public Art Ordinance.
9. Strengthen ACD's internal infrastructure to better meet the cultural needs, interests and priorities of the area and reorganize within City government structure. As ACD evolves into a full-service local arts agency, it will need the financial and human resources necessary to effectively and efficiently meet this challenge. ACD staff and ACD Advisory Board can benefit from professional and board development programs that will enable them to be effective and responsible managers and stewards, respectively. The City of El Paso has a new City Manager who is interested in streamlining City government. This planning process sanctions a new way to propose different administrative and governance structures in managing the City's investments – in funding, programs, services and facilities.

The plan calls for a name change of the agency, from Arts and Culture Department to Department of Cultural Affairs. This name change, while perceptively subtle, more accurately conveys the full service modus operandi which the Department will embody. Department of Cultural Affairs is also more consistent with commonly recognized nomenclature in the local arts agency field.

The plan calls for the department to work more strategically with the Museums Department in program collaboration and promotion, which, for example may include: regular art exhibitions in City facilities (e.g., City Hall and Airport), coordination of citywide *Día de Los Muertos* activities, development of cultural tourism promotional strategies and participation in the new Public Art Program (the Public Art Master Plan recommends changes in the enabling ordinance that calls for such participation by the Museums, Libraries and other City-owned cultural facilities). The plan also recommends a close collaboration between the department and SMG, which manages the Convention and Visitors Bureau and several City-owned performing arts facilities, principally relating to the development of a comprehensive cultural tourism program and programming and promotion of these City-owned venues. This “strategic leadership structure” is designed to compel and encourage inter-departmental collaboration and to streamline City government operations. It does not impact management and governance of the Museums Department, nor does it impact SMG operations specified in its contract with the City.

These sections follow:

- Strategic Agency Plan Detail
- Proposed Department Staffing Complement
- Proposed Organizational Chart

- Proposed DCA Budget for Fiscal Year 2005-06 (final, detailed budget to be developed by City Manager's Office)

[CAVEAT: The final organizational structure, staff composition and budget of the Department of Cultural Affairs will be included in future recommendations by the City Manager's Office.]

DEPARTMENT OF CULTURAL AFFAIRS (DCA, proposed name change)

STRATEGIC AGENCY PLAN DETAIL

MARCH-APRIL 2005

MISSION (proposed new)

To advance greater El Paso's cultural vitality, quality of life, economy and community development by cultivating and providing leadership, partnerships and resources that support and sustain quality arts and cultural programs, and the artists who make them possible.

STRATEGIC AGENCY PLAN GOALS

- GOAL 1 PROMOTE THE DEVELOPMENT OF EL PASO'S CREATIVE SECTOR, ITS ARTISTS AND CULTURAL ORGANIZATIONS, SECURE SUFFICIENT RESOURCES AND PROVIDE RELEVANT SERVICES.
- GOAL 2 POSITION DCA IN A LEADERSHIP ROLE, BUILDING PARTNERSHIPS IN PLANNING FOR EL PASO'S CULTURAL PROSPERITY AND ECONOMIC GROWTH AND MAKING THE CITY A DYNAMIC REGIONAL CULTURAL CENTER FOR THE BENEFIT OF ALL WHO LIVE, WORK AND VISIT HERE.
- GOAL 3 SOLIDIFY DCA AS A FULL-SERVICE LOCAL ARTS AGENCY, STAFFED BY A PROFESSIONAL TEAM AND ADVISED BY A BOARD OF TALENTED AND DIVERSE CIVIC LEADERS, THAT SUPPORTS ARTS INDUSTRY DEVELOPMENT, INCREASES RESOURCES AND STIMULATES CULTURAL VITALITY.

GOAL 1. PROMOTE THE DEVELOPMENT OF EL PASO'S CREATIVE SECTOR, ITS ARTISTS AND CULTURAL ORGANIZATIONS, SECURE SUFFICIENT RESOURCES AND PROVIDE RELEVANT SERVICES.

| Objectives | Outcome Measures | Strategies | Timeline | Responsibility |
|--|---|--|---|---|
| a. Identify community cultural development needs and opportunities | <ul style="list-style-type: none"> • Understand cultural service needs of citizens • Understand organizational development priorities of cultural service providers | <ol style="list-style-type: none"> 1. Hold public forums 2. Complete organizational assessments of service providers 3. Conduct annual arts town hall meeting | 8/05-3/06 8/05-11/05 3/06; annual | DCA staff, DCA Adv Bd, cultural orgs, other City depts, other govt agencies and CBO's |
| b. Determine correlation of needs with related City public policies and goals | <ul style="list-style-type: none"> • Ensure alignment of cultural development goals to related City policies and goals | <ol style="list-style-type: none"> 1. Review City public policies and priorities and community development goals | 6/05; annual | DCA staff, DCA Adv Bd, Deputy CAO |
| c. Develop new City arts public policy and associated agency mission for DCA and amend agency's enabling ordinance | <ul style="list-style-type: none"> • Clarify and codify new arts public policy and update DCA's enabling legislation and agency mission • Develop DCA's mission-driven program goals and objectives | <ol style="list-style-type: none"> 1. Draft new arts policy and revise DCA mission reflecting creative sector's direct connection with supporting economic development, advancing educational achievement and improving quality of life 2. Build case for increased City funding 3. Prepare and present amendment of enabling ordinance for City Council adoption | 7/05 8/05 8/05 | DCA staff, DCA Adv Bd, City Atty, Deputy CAO, City Mgr and City Council |

| Objectives (Goal 1, cont) | Outcome Measures | Strategies | Timeline | Responsibility |
|--|--|--|------------------|--|
| d. Revise current grant program and process, and develop new grant programs focused on unmet needs and opportunities relating to City's public policy objectives; assist private arts funders with fund distribution | <ul style="list-style-type: none"> • Update program guidelines, criteria and review process • Provide funding opportunities for individual artists • Strengthen operations of cultural service providers • Provide incentives for accessible, decentralized cultural opportunities • Respond to unmet needs and opportunities • Reflect diversity of region • Improve DCA's ability to administer and evaluate grantee program and fiscal accountability • Make program and process more user-friendly, including enhanced use of technology • Promote collaboration with other City departments and community sectors • Leverage private arts funds | <ol style="list-style-type: none"> 1. Revise all program guidelines and criteria; change review process 2. Use state's Internet-based system as model 3. Establish simplified operational and project support categories 4. Establish Individual Artists program 5. Establish Neighborhood Arts program 6. Aggregate state re-granting funds 7. Institute peer panel process 8. Institute program evaluation 9. Promote activities to visitors; establish as cultural destination 10. Institute regular program evaluation 11. Establish and manage modest united arts fund, distributing private funds, incorporating into regular funding process and requiring separate accountability | 12/05; annual | DCA staff, DCA Adv Bd, other City depts., cultural orgs and artists, other govt agencies and CBO's |

| Objectives (Goal 1 cont) | Outcome Measures | Strategies | Timeline | Responsibility |
|---|---|--|---|--|
| e. Revamp DCA's presenting, exhibiting and education programs [NOTE: Educational activities would continue to be supported by regular grant program.] | <ul style="list-style-type: none"> • Address cultural service priorities • Monitor program effectiveness (e.g., presentation of diverse artists, attendance, audience response, etc.) • Identify appropriate service providers for outsourcing of selected programs and assist with resource development • Identify recaptured financial and personnel resources and reallocate to address new priorities | <ol style="list-style-type: none"> 1. Continue Music Under the Stars as signature community-wide event; improve promotion to regional visitor market; integrate educational components 2. Continue Alfresco! Fridays as signature downtown event; improve promotion to regional visitor market; integrate with downtown development initiatives 3. Discontinue Young At Arts series; reprogram funds; reassign staff 4. Discontinue World on a String series; reprogram funds; reassign staff 5. Discontinue agency managed arts in education programs; reprogram funds; reassign staff 6. Outsource Discovery Dance series to dance consortium; provide modest project funding for 3-year period; reprogram funds; reassign staff 7. Outsource <i>Día de Los Muertos</i> festival to consortium of cultural organizations; provide modest project funding for 3-year period; reprogram funds; reassign staff 8. Outsource Visual Arts Exhibitions (City Hall and Airport) to Museum of Art; provide necessary, recurring funding; reassign staff 9. Provide professional opportunities for program staff | <p>Per production schedule</p> <p>Per production schedule</p> <p>6/05</p> <p>6/05</p> <p>6/05</p> <p>6/05-6/08</p> <p>6/05-5/08</p> <p>6/05</p> <p>6/05</p> | DCA staff, City auditor, City human resources and OMB staff, and service providers |

| Objectives (Goal 1 cont) | Outcome Measures | Strategies | Timeline | Responsibility |
|--|--|--|---|--|
| f. Develop management assistance program | <ul style="list-style-type: none"> • Improve organizational capacity of cultural service providers; improve effectiveness and efficiency of operations and programs of cultural service providers • Improve business and career development of artists for expanded workforce opportunities and economic viability | <ol style="list-style-type: none"> 1. Negotiate contract with Nonprofit Enterprise Center for design and delivery of technical assistance services to cultural organizations 2. Negotiate contract with Genesis 21 for design and delivery of professional and business development to individual artists 3. Operate small management assistance grant program (e.g., conference tuition, travel, equipment purchase, etc.) | <p>8/05; annual</p> <p>8/05; annual</p> <p>9/05</p> | DCA staff, cultural orgs, artists, local service providers and City Atty (contracting) |
| g. Launch professional development forum | <ul style="list-style-type: none"> • Advance peer-to-peer professional development of arts administrators • Enhance efficiency and effective management of arts and cultural organizations | <ol style="list-style-type: none"> 1. Establish, organize and lead arts administrators network 2. Present programs addressing current issues and developments in arts fields | <p>8/05</p> <p>8/05</p> | DCA staff, cultural organizations, artists and invited presenters |

| Objectives (Goal 1, cont) | Outcome Measures | Strategies | Timeline | Responsibility |
|---|---|--|--|---|
| h. Develop collaborative marketing program | <ul style="list-style-type: none"> • Use documented cultural participation potential to inform marketing efforts of DCA and cultural organizations and artists • Improve marketing capacity of cultural organizations and potential for audience cross-fertilization • Improve effectiveness and efficiency of creative sector's marketing efforts to increase and diversify regional audiences • Maximize and expand cultural tourism marketing efforts in collaboration with El Paso CVB; integrate with ongoing CVB marketing program • Raise public awareness of importance and availability of the arts • Increase number and frequency of cultural visitors | <ol style="list-style-type: none"> 1. Complete geodemographic scan of El Paso direct market to ascertain composition, location and consumer behavior relative to cultural participation potential and distribute findings 2. Provide marketing counsel as part of management assistance program 3. Pool marketing resources and coordinate marketing activities of cultural service providers; explore Marketing Services Organization model (consolidated calendaring, advertising co-ops, shared web presence, bundle programs across organizations, etc.) 4. Collaborate with El Paso CVB and local visitor industry on development of cultural tourism program (product development, packaging and promotion, etc.) 5. Explore development and determine feasibility of public awareness campaign | 10/05; update every 2 yrs 8/05 3/06 6/05 3/06 | DCA staff, cultural orgs, marketing consultant, CVB staff and visitor industry reps |
| i. Integrate public art plan goals and objectives into DCA's general operations | <ul style="list-style-type: none"> • Enhance quality of life • Promote economic revitalization • Define, focus, enhance and improve El Paso's image • Enhance downtown and neighborhood character through public art | <ol style="list-style-type: none"> 1. Adopt Public Art Master Plan 2. Allocate program funds 3. Hire Program Manager | 5/05 6/05 9/05 | DCA Dir, DCA Adv Bd, Deputy CAO, City Mgr, City Atty, City human resources and OMB staff, and Public Art Prog Dir |

| Objectives (Goal 1, cont) | Outcome Measures | Strategies | Timeline | Responsibility |
|--|--|---|--|---|
| j. Seek increased allocation of City funds to support grants and DCA programs, services and operations | <ul style="list-style-type: none"> • Strengthen relationship with El Paso CVB and visitor industry • Reach state-permitted 15% of HOT funds • Increase financial support to local cultural organizations • Fortify DCA infrastructure and support new program initiatives | <ol style="list-style-type: none"> 1. Track cultural tourism activity 2. Prepare budget proposal 3. Secure additional City funds | 9/05-3/06 6/06 9/06 | DCA Dir. Deputy CAO, City Mgr, City Atty and City Council |
| k. Initiate fund development plan for DCA | <ul style="list-style-type: none"> • Increase funding to support DCA programs and operations from diverse funding sources, including non-City sources determined not likely to give directly to organizations, such as other governmental agencies at local, state and federal levels, selected foundations, corporations and individuals | <ol style="list-style-type: none"> 1. Determine funding priorities and plan strategic approach to fundraising 2. Identify appropriate public and private funding sources (includes current agency funders) 3. Prepare and submit funding proposals 4. Transform "Friends of ACD" into fundraising subcommittee of DCA Adv Bd, including members with fundraising expertise and experience 5. Pursue entrepreneurial strategies linked to DCA presenting programs | 12/05 12/05 Ongoing 12/05 5/06 | DCA Dir and DCA Adv Bd |

GOAL 2. POSITION DCA IN A LEADERSHIP ROLE, BUILDING PARTNERSHIPS IN PLANNING FOR EL PASO'S CULTURAL PROSPERITY AND ECONOMIC GROWTH AND MAKING THE CITY A DYNAMIC REGIONAL CULTURAL CENTER FOR THE BENEFIT OF ALL WHO LIVE, WORK AND VISIT HERE.

| Objectives | Outcome Measures | Strategies | Timeline | Responsibility |
|---|--|--|-------------------------|--|
| a. Integrate creative sector into economic development efforts and vice versa | <ul style="list-style-type: none"> • Establish the creative sector as economic driver • Integrate DCA and the creative sector as partners in community-wide economic development efforts • Involve economic development community in cultural planning efforts. • Promote continuity of effort and involvement • Bring arts and cultural concepts into mix of development strategies • Contribute to community's economic prosperity | <ol style="list-style-type: none"> 1. Build relationships with economic development community 2. Participate in economic development planning and implementation (e.g., business recruitment, creative workforce and small business development, downtown and neighborhood revitalization, creative communities development, etc.) | <p>6/05</p> <p>6/05</p> | DCA staff, DCA Adv Bd, cultural orgs, artists and planning and economic development reps |
| b. Initiate cultural tourism program | <ul style="list-style-type: none"> • Make DCA and creative sector partners with the local visitor industry • Promote continuity of effort and involvement • Integrate arts and cultural concepts into tourism program development and marketing • Increase HOT revenues to support work of creative sector | <ol style="list-style-type: none"> 1. Solidify relationships with El Paso CVB and establish relationships with regional visitor industry 2. Participate in cultural tourism development planning and implementation (e.g., product development, packaging, customer service and marketing) | <p>6/05</p> <p>6/05</p> | DCA staff, DCA Adv Bd, cultural orgs, CVB and visitor industry reps |

| Objectives (Goal 2, cont) | Outcome Measures | Strategies | Timeline | Responsibility |
|---|--|---|---|---|
| c. Develop new arts in education and arts education initiatives | <ul style="list-style-type: none"> Establish specific education program outcomes relative to workforce and audience development | <ol style="list-style-type: none"> Explore more effective methods, including formation of arts in education consortium, for developing arts education programs in public schools, focusing on integrated curriculum, advanced arts education programs (e.g., magnet schools), and teacher and artist training programs Collaborate with UTEP Dept of Ed to strengthen arts education component Identify professional development needs of staff related to arts education and provide opportunities for professional advancement Convene arts education leaders, K-12 and college level Identify arts and non-arts funding for potential initiatives (part of fund development plan) | <p>6/05</p> <p>7/05</p> <p>7/05</p> <p>7/05</p> <p>3/06</p> <p>7/05</p> | DCA staff, school district staff, cultural sector, City auditor, and City human resources and OMB staff |
| d. Launch collaborative initiatives with cultural agencies, arts organizations artists and visitor industry professionals in Cd. Juárez and Southern New Mexico | <ul style="list-style-type: none"> Promote regional cooperation Establish region as major southwestern cultural corridor and visitor destination Expand opportunities for cultural organizations and artists region-wide, including development of new work Increase local audience participation Increase visitation to region | <ol style="list-style-type: none"> Organize regular forums of regional creative sector leaders Develop collaborative programs Identify and pursue funding from regional sources to support programs | <p>1/06</p> <p>3/06</p> <p>5/06</p> | DCA Dir, regional cultural sector and visitor industry leaders |

GOAL 3. SOLIDIFY DCA AS A FULL-SERVICE LOCAL ARTS AGENCY, STAFFED BY A PROFESSIONAL TEAM, ADVISED BY A BOARD OF TALENTED AND DIVERSE CIVIC LEADERS, THAT SUPPORTS ARTS INDUSTRY DEVELOPMENT, INCREASES RESOURCES AND STIMULATES CULTURAL VITALITY.

| Objectives | Outcome Measures | Strategies | Timeline | Responsibility |
|---|--|--|---------------------------|---|
| a. Institutionalize new mission, goals and practice | <ul style="list-style-type: none"> • Exercise leadership mandate • Operate in conformity with new, adopted public policy and departmental mission and goals | <ol style="list-style-type: none"> 1. Revise existing programs and develop and implement new programs based on community priorities and assessed needs of creative sector 2. Regularly evaluate relevance to needs and priorities | <p>8/05</p> <p>Annual</p> | DCA staff, DCA Ad Bd |
| b. Restructure internally and promote collaboration with Museums Department and SMG | <ul style="list-style-type: none"> • Address new public policy and program goals • Demonstrate effective and efficient operations • Promote interdepartmental program coordination among Quality of Life agencies • Determine areas of staff expertise and capacity; make highest and best use of departmental personnel and financial resources | <ol style="list-style-type: none"> 1. Hire new Director of Cultural Affairs 2. See proposed Staff Complement 3. See proposed Organizational Chart and Budget 4. Collaboration with Museums Department includes coordination of art exhibits in City facilities, coordination of <i>Día de Los Muertos</i> exhibitions and participation in Public Art Program 5. Collaboration with SMG includes development of cultural tourism program and event promotion at City-owned performing arts venues | <p>7/05</p> <p>9/05</p> | DCA Dir, DCA Adv Bd, Museum Dept, SMG, Deputy CAO, City Mgr, City human resources and OMB staff |
| c. Administer Public Art Program; implement in accordance with 2% for Art Ordinance | <ul style="list-style-type: none"> • Enhance quality of life of residents and visitors • Promote economic revitalization by adding value to municipal facilities and adjoining properties • Define, focus, enhance and improve authentic images of El Paso as unique place, community and destination • Ensure effective and efficient public art program management | <ol style="list-style-type: none"> 1. Hire new Public Art Program Coordinator 2. Merge Public Art Commission into DCA Advisory Board as standing committee | <p>9/05</p> <p>9/05</p> | DCA Dir, Public Art Program Mgr, DCA Ad Bd and Public Art Committee |

| Objectives (Goal 3, cont) | Outcome Measures | Strategies | Timeline | Responsibility |
|---|---|--|-------------------|---|
| d. Create a professional development program for DCA advisory board and staff | <ul style="list-style-type: none"> • Ensure responsible and effective citizen involvement • Recruit, retain and promote qualified staff • Create professional development opportunities for staff and board development for advisory board | <ol style="list-style-type: none"> 1. Review new functions and determine training needs 2. Provide opportunities for staff and board to visit other local arts organizations and participate in meetings and conferences | 12/05 1/06 | DCA Dir and staff, DCA Adv Bd, City human resources staff and consultants |

DEPARTMENT OF CULTURAL AFFAIRS (DCA) PROPOSED STAFFING COMPLEMENT

Below is a listing of the eight (8) staff proposed for a reconstituted Department of Cultural Affairs. Included are basic, preliminary job responsibilities and indications regarding supervision (not a comprehensive list). These can be used to formulate actual job descriptions at the appropriate time. These responsibilities are essentially consistent with extant City of El Paso job specifications. The recommended salary levels indicated in the proposed budget also fall within the City's extant salary ranges for these positions.

The staffing proposes a horizontal structure designed to promote more active collaboration across the various programs, with support staff assigned to assist all programs and departmental operations. It is anticipated that the department will begin utilizing an automated phone answering system to enhance office efficiency. It is also anticipated that all staff will assist as necessary during the department-sponsored performing arts series.

Director of Cultural Affairs

- Reports to Deputy City Manager for Quality of Life Services
- Reports to DCA Advisory Board
- Directly supervises all departmental operations
- Hires staff and evaluates employee performance
- Prepares and presents annual budget
- Collaborates with other City departments
- Coordinates with Museums Department on collaborative programs
- Coordinates with SMG on development of cultural tourism program and programming and promotion of certain City-owned performing arts facilities
- Acts as liaison with downtown plan, business community and other entities involved with economic development
- Builds regional partnerships
- Fundraises and prepares grant applications
- Curates performing arts series

Accountant III

- Reports to Director
- Prepares annual budget, in collaboration with Director and Program Directors
- Manages department budget and individual program budgets (e.g., review and approval of invoices, accounts receivable and payable, contract issuance and compliance, etc.)
- Supervises Information Systems Supervisor and Administrative Assistant
- Assists in preparation of funding proposals
- Prepares all financial reports

Program Specialist - Public Art

- Reports to Director
- Works closely with and reports to Public Art Committee, DCA Advisory Board
- Develops program
- Manages all projects; fiscal and program accountability
- Reviews, approves (with Director) and manages all artist contracts
- Supervises artist performance and takes appropriate action
- Provides technical assistance to artists, as necessary
- Collaborates with other affected City departments
- Promotes private sector/ developer involvement in program
- Acts as liaison with Cd. Juárez and Southern New Mexico artists, governmental entities and private sectors

Program Specialist - Grants and Management Assistance

- Reports to Director
- Develops and manages programs; fiscal and program accountability
- Manages Internet-based system with Information Technology Manager
- Manages contracts with and supervises performance of outside management assistance services providers
- Applies to Texas Commission on the Arts, re-granting program

Program Specialist - Education, Presenting and Marketing

- Reports to Director
- Develops and manages program; fiscal and program accountability
- Collaborates with school districts, colleges and universities, arts educators, artists, community based organizations, business community and others in development of new arts education initiatives
- Co-curates department's performing arts series, with Director
- Produces performing arts series

- Collaborates with arts organizations, artists and others in development of new joint marketing initiatives, including those from Cd. Juárez and Southern New Mexico
- Works with Director and SMG in development of cultural tourism program and with programming and promotion of certain City-owned performing arts venues

Administrative Assistant

- Reports to Accountant III
- Assists all programs
- Assists with meeting and performance logistics

Information Systems Supervisor

- Reports to Accountant III
- Manages and troubleshoots all departmental information technology needs and problems
- Manages all data collection for department
- Manages and maintains Internet-based grant system
- Manages and maintains website (graphics design capability a plus)
- Assists grantee organizations and artists, as work schedule permits

Secretary II

- Reports to Director
- Assists director with everyday functions (e.g., appointments, call screening, etc.)
- Assists DCA Advisory Board (e.g., Board secretary, responds to inquiries from the Board, etc.)
- Completes special projects as assigned (e.g., research, data collection, etc.)
- Assist program directors as necessary